

## Complaint Exhibit 5

Eller MCA 2019

22117154

### OPERATING LINE OF CREDIT 1 NOTE

\$10,000,000.00

May 14, 2020

FOR VALUE RECEIVED, the undersigned ("Borrower"), hereby promises to pay to the order of RABO AGRIFINANCE LLC, a Delaware limited liability company ("Lender") the principal sum of Ten Million Dollars and No Cents (\$10,000,000.00) or, if less, the aggregate principal sum of all Operating Line of Credit 1 Loans, and interest at the rate specified in the Operating Line of Credit 1 Facility Sheet between Borrower and Lender dated May 14, 2020, along with any replacements (the "Facility Sheet"). Principal and interest are payable to Lender at the times specified in the Facility Sheet. All payments shall be made to Lender in lawful money of the United States of America at 14767 N. Outer 40 Rd., Suite 400, Chesterfield, MO 63017, or such other place as Lender directs, in same day funds. Each capitalized term used in this note that is defined in the certain Master Credit Agreement between Borrower and Lender dated June 3, 2019 (the "Credit Agreement") will have the meaning specified in the Credit Agreement. This note will be interpreted in accordance with the Drafting Conventions.

This note is referred to in, and is subject to the terms and conditions of the Credit Agreement. Without limitation, the Credit Agreement (i) provides for the making of Operating Line of Credit 1 Loans by Lender to Borrower from time to time in an aggregate amount not to exceed at any time outstanding the amount specified above, and (ii) contains provisions for acceleration of the maturity hereof upon the occurrence of certain stated events.

Borrower has signed this note effective as of the day and year first written above.

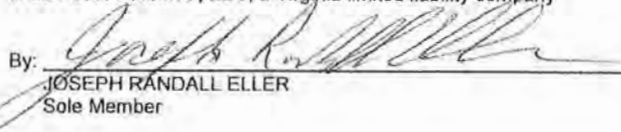
#### BORROWER

Address for Notices:  
192 Summer St  
Jefferson, NC 28640

  
JOSEPH RANDALL ELLER

Address for Notices:  
407 Lumber Lane  
Independence, VA 24348

WESCOR FARMING, LLC, a Virginia limited liability company

By:   
JOSEPH RANDALL ELLER  
Sole Member

OPERATING LINE OF CREDIT 1 NOTE

\$13,500,000.00

May 17, 2022

FOR VALUE RECEIVED, the undersigned ("Borrower"), hereby promises to pay to the order of RABO AGRIFINANCE LLC, a Delaware limited liability company ("Lender") the principal sum of Thirteen Million Five Hundred Thousand Dollars and No Cents (\$13,500,000.00) or, if less, the aggregate principal sum of all Operating Line of Credit 1 Loans, and interest at the rate specified in the Operating Line of Credit 1 Facility Sheet between Borrower and Lender dated May 17, 2022, along with any replacements (the "Facility Sheet"). Principal and interest are payable to Lender at the times specified in the Facility Sheet. All payments shall be made to Lender in lawful money of the United States of America at 14767 N. Outer 40 Rd., Suite 400, Chesterfield, MO 63017, or such other place as Lender directs, in same day funds. Each capitalized term used in this note that is defined in the certain Master Credit Agreement between Borrower and Lender dated June 3, 2019 (the "Credit Agreement") will have the meaning specified in the Credit Agreement. This Operating Line of Credit 1 Note will be interpreted in accordance with the Drafting Conventions.

This note is referred to in, and is subject to the terms and conditions of the Credit Agreement. Without limitation, the Credit Agreement (i) provides for the making of Operating Line of Credit 1 Loans by Lender to Borrower from time to time in an aggregate amount not to exceed at any time outstanding the amount specified above, and (ii) contains provisions for acceleration of the maturity hereof upon the occurrence of certain stated events.

Lender's determination as to the outstanding balance owed by Borrower hereunder shall be conclusive on all parties whomsoever and Lender's documentation to support said outstanding balance will be sufficient to establish and sustain Borrower's obligation hereunder.

Borrower hereby agrees to pay all costs of collection, including attorneys' fees and legal expenses in the event this Operating Line of Credit 1 Note is not paid when due, whether or not legal proceedings are commenced.

Presentment, demand, protest, notice and diligence in bringing suit against any party are hereby waived by all persons signatory hereto, either as makers, endorsers, sureties or guarantors.

**Important. Read Before Signing:** The terms of this Operating Line of Credit 1 Note should be read carefully because only those terms in writing are enforceable. No other terms or oral promises not contained in this written contract may be legally enforced. You may change the terms of this Note only by another written agreement.

Borrower has signed this note effective as of the day and year first written above.

Address for Notices:  
192 Summer St  
Jefferson, NC 28640

Alternate address for notice by U.S. Mail:  
604 West Main St  
Independence, VA 24348

Address for Notices:

207 East Main St.  
Independence, VA 24348

Alternate address for notice by U.S. Mail:  
604 West Main St  
Independence, VA 24348

BORROWER

  
JOSEPH RANDALL ELLER

WESCOR FARM OPERATIONS, LLC fka WESCOR FARMS, LLC, a  
Virginia limited liability company

By:   
JOSEPH RANDALL ELLER  
Sole Member

